

# EXHIBIT 56

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE	)	
	)	
RS FIT NW LLC,	)	
	)	
DEBTOR.	)	
_____	)	
	)	
24 HOUR FITNESS	)	
WORLDWIDE, INC.,	)	
	)	
PLAINTIFF,	)	
	)	
V.	)	CHAPTER 11
	)	
CONTINENTAL CASUALTY	)	CASE NO.: 20-11558
COMPANY; ENDURANCE	)	(KBO)
AMERICAN SPECIALTY	)	
INSURANCE COMPANY; STARR	)	
SURPLUS LINES INSURANCE	)	
COMPANY; ALLIANZ GLOBAL	)	
RISKS US INSURANCE	)	
COMPANY; LIBERTY MUTUAL	)	
INSURANCE COMPANY;	)	
BEAZLEY-LLOYD'S	)	
SYNDICATES 2623/623;	)	
ALLIED WORLD NATIONAL	)	
ASSURANCE COMPANY; QBE	)	
SPECIALTY INSURANCE	)	
COMPANY; AND GENERAL	)	
SECURITY INDEMNITY	)	
COMPANY OF ARIZONA,	)	
	)	
DEFENDANTS.	)	
_____	)	

ORAL DEPOSITION OF MELANIE WOLSKI,  
PERSON MOST QUALIFIED FOR  
ALLIANZ GLOBAL RISKS US INSURANCE COMPANY  
OCTOBER 28, 2022

REPORTED BY: CHRISTINE E. SPERBECK, CSR, RPR

JOB NO. 77332

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**MELANIE WOLSKI****October 28, 2022**

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<p>1 ORAL DEPOSITION of MELANIE WOLSKI, produced as a</p> <p>2 witness at the instance of the Defendant, and duly</p> <p>3 sworn, was taken in the above-styled and numbered cause</p> <p>4 on October 28, 2022, from 12:14 P.M. CST to 4:30 P.M.</p> <p>5 CST, before Christine Sperbeck, CSR in and for the State</p> <p>6 of California, reported by machine shorthand, remotely</p> <p>7 via Microsoft Teams videoconferencing, with all parties</p> <p>8 appearing from their respective homes and/or offices,</p> <p>9 pursuant to the Federal Rules of Civil Procedure.</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 FOR THE DEFENDANTS STARR SURPLUS LINES INSURANCE COMPANY</p> <p>2 AND BEAZLEY-LLOYD'S SYNDICATES 2623/623:</p> <p>3 ALSO PRESENT:</p> <p>4 HINSHAW LAW</p> <p>5 BY: FERDUSI CHOWDHURY, ESQ.</p> <p>6 800 THIRD AVENUE, 13TH FLOOR</p> <p>7 NEW YORK, NY 10022</p> <p>8 (212) 471-6200</p> <p>9 FCHOWDHURY@HINSHAWLAW.COM</p> <p>10 FOR THE DEFENDANT CONTINENTAL CASUALTY COMPANY:</p> <p>11 DLA PIPER</p> <p>12 BY: MATTHEW DENN, ESQ.</p> <p>13 1201 NORTH MARKET STREET, SUITE 2100</p> <p>14 WILMINGTON, DE 19801</p> <p>15 (302) 468-5700</p> <p>16 MATTHEW.DENN@US.DLAPIPER.COM</p> <p>17 ALSO PRESENT:</p> <p>18 JOEL CARRETER, VIDEOCONFERENCE TECHNICIAN</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 3	Page 5
<p>1 A P P E A R A N C E S</p> <p>2 (ALL APPEARANCES VIA MICROSOFT TEAMS VIDEOCONFERENCE)</p> <p>3</p> <p>4 FOR THE PLAINTIFF 24 HOUR FITNESS WORLDWIDE, INC.:</p> <p>5 REED SMITH, LLP</p> <p>6 BY: NATALIE OCHOA, ESQ.</p> <p>7 101 SECOND STREET, SUITE 1800</p> <p>8 SAN FRANCISCO, CA 94105</p> <p>9 (415) 543-8700</p> <p>10 NOCHOA@REEDSMITH.COM</p> <p>11 FOR THE DEFENDANT ALLIANZ GLOBAL RISKS US INSURANCE</p> <p>12 COMPANY:</p> <p>13 CLYDE &amp; CO.</p> <p>14 BY: MARLIE MCDONNELL, ESQ.</p> <p>15 271 17TH STREET NW, SUITE 1720</p> <p>16 ATLANTA, GA 30363</p> <p>17 (404) 410-3150</p> <p>18 MARLIE.MCDONNELL@CLYDECO.US</p> <p>19 FOR THE DEFENDANT LIBERTY MUTUAL INSURANCE COMPANY:</p> <p>20 ROBINSON &amp; COLE</p> <p>21 BY: JOEL MCNABNEY, ESQ.</p> <p>22 777 BRICKELL AVENUE, SUITE 680</p> <p>23 MIAMI, FL 33131</p> <p>24 (786) 725-4119</p> <p>25 JMCNABNEY@RC.COM</p> <p>FOR THE DEFENDANT ALLIED WORLD NATIONAL ASSURANCE</p> <p>COMPANY:</p> <p>MOUND COTTON WOLLAN &amp; GREENGRASS, LLP</p> <p>BY: ANDREA ORTIZ, ESQ.</p> <p>THREE GREENWAY PLAZA, SUITE 1300</p> <p>HOUSTON, TX 77046</p> <p>(281) 572-8350</p> <p>AORTIZ@MOUNDCOTTON.COM</p> <p>(CONTINUED ON NEXT PAGE)</p>	<p>1 I N D E X</p> <p>2 APPEARANCES 2</p> <p>3 MELANIE WOLSKI</p> <p>4 EXAMINATION BY MS. OCHOA 7</p> <p>5</p> <p>6 REPORTER'S CERTIFICATE 138</p> <p>7</p> <p>8</p> <p>9 E X H I B I T S</p> <p>10 NO. DESCRIPTION PAGE</p> <p>11 EXHIBIT A PLAINTIFF'S AMENDED NOTICE OF 12</p> <p>12 30(B)(6) DEPOSITION TO ALLIANZ</p> <p>13 GLOBAL RISKS US INSURANCE</p> <p>14 COMPANY</p> <p>15 EXHIBIT B DOCUMENT BATES-LABELED 35</p> <p>16 AGRUS000352</p> <p>17 EXHIBIT C DOCUMENTS BATES-LABELED 42</p> <p>18 AGRUS000365-000383</p> <p>19 EXHIBIT D DOCUMENTS BATES-LABELED 49</p> <p>20 AGRUS000400-000401</p> <p>21 EXHIBIT E DOCUMENTS BATES-LABELED 59</p> <p>22 AGRUS000288-000351</p> <p>23 EXHIBIT F ALLIANZ DOCUMENT TITLED 82</p> <p>24 "COVID-19 CHANGING CLAIMS</p> <p>25 PATTERNS"</p> <p>EXHIBIT G DOCUMENTS BATES-LABELED 86</p> <p>AGRUS000402-000406</p> <p>EXHIBIT H DOCUMENTS BATES-LABELED 88</p> <p>AGRUS000428-000443</p> <p>(CONTINUED ON NEXT PAGE)</p>

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<p>1 EXHIBIT I DOCUMENTS BATES-LABELED 95 AGRUS000446-000455</p> <p>2</p> <p>3 EXHIBIT J DOCUMENTS BATES-LABELED 108 AGRUS000467-000479</p> <p>4 EXHIBIT K DOCUMENTS BATES-LABELED 119 AGRUS000482-000494</p> <p>5</p> <p>6 EXHIBIT L DOCUMENTS BATES-LABELED 120 AGRUS000502-000518</p> <p>7 EXHIBIT M DOCUMENTS BATES-LABELED 123 AGRUS000521-000535</p> <p>8</p> <p>9 EXHIBIT N DOCUMENTS BATES-LABELED 125 AGRUS001005-001011</p> <p>10 EXHIBIT O DOCUMENTS BATES-LABELED 132 AGRUS000541-AGRUS000563</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 QUESTIONS INSTRUCTED NOT TO ANSWER</p> <p>16 PAGE LINE</p> <p>17 75 2</p> <p>18 107 18</p> <p>19 121 16</p> <p>20 129 21</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 8</p> <p>1 Q And did your office physically shut down during</p> <p>2 the pandemic?</p> <p>3 A I don't know if it actually shut down, but we</p> <p>4 were just encouraged to work from home.</p> <p>5 Q Okay. So there wasn't a formal, like, you</p> <p>6 can't come into the office for X amount of months or X</p> <p>7 amount of weeks?</p> <p>8 A I don't remember.</p> <p>9 Q Okay. Do you remember just generally what the</p> <p>10 COVID protocol was for your company?</p> <p>11 MS. MCDONNELL: Object to the form.</p> <p>12 THE WITNESS: In regards to the office or just</p> <p>13 working or --</p> <p>14 BY MS. OCHOA:</p> <p>15 Q Just, like, your -- if someone tests positive</p> <p>16 for COVID, you're not able to go into the building or</p> <p>17 anything like that?</p> <p>18 A Yeah, if we tested positive, we obviously</p> <p>19 wouldn't be able to go into the building. And then I</p> <p>20 think if we were to enter the building, we were required</p> <p>21 to wear a mask.</p> <p>22 Q Cool. Okay.</p> <p>23 So I'd like to go over a couple of ground rules</p> <p>24 relating to the fact that the deposition is remote.</p> <p>25 Can you affirm that you won't use any text</p>
<p>Page 7</p> <p>1 OCTOBER 28, 2022</p> <p>2 12:14 P.M. CST - 4:30 P.M. CST</p> <p>3 ---o0o---</p> <p>4</p> <p>5 MELANIE WOLSKI,</p> <p>6 HAVING BEEN FIRST DULY SWORN,</p> <p>7 WAS EXAMINED AND TESTIFIED AS FOLLOWS:</p> <p>8</p> <p>9 EXAMINATION</p> <p>10 BY MS. OCHOA:</p> <p>11 Q Good morning. My name is Nat Ochoa, and I'm</p> <p>12 representing 24 Hour Fitness in this case.</p> <p>13 How are you?</p> <p>14 A Good. How are you?</p> <p>15 Q Doing well.</p> <p>16 Can you please state and spell your full name</p> <p>17 for the record.</p> <p>18 A Melanie Wolski, M-e-l-a-n-i-e; and then Wolski</p> <p>19 is W-o-l-s-k-i.</p> <p>20 Q Is it okay if I call you Ms. Wolski throughout</p> <p>21 the deposition?</p> <p>22 A Yes.</p> <p>23 Q Great.</p> <p>24 Are you in your office or at home today?</p> <p>25 A I'm at home.</p>	<p>Page 9</p> <p>1 messages, chats, e-mails, or any other form of</p> <p>2 communication while testifying today?</p> <p>3 A Yes.</p> <p>4 Q Can you affirm that you won't review any notes</p> <p>5 or any other documentation while testifying except for</p> <p>6 the exhibits that I ask you to pull up?</p> <p>7 A Yes.</p> <p>8 Q And did you bring any notes with you today?</p> <p>9 A No.</p> <p>10 Q Is anyone in the room with you?</p> <p>11 A No.</p> <p>12 Q If at any point someone joins you in the room,</p> <p>13 make sure to just let me know and we can disclose their</p> <p>14 presence and then move forward after they exit.</p> <p>15 Does that make sense?</p> <p>16 A Yes.</p> <p>17 Q Have you ever given any testimony before?</p> <p>18 A Yes.</p> <p>19 Q And was that at a deposition or a trial?</p> <p>20 A A deposition.</p> <p>21 Q How many times would you say?</p> <p>22 A I would say at least five.</p> <p>23 Q And generally what did those matters relate to?</p> <p>24 A Property insurance claims.</p> <p>25 Q Any involving COVID-19?</p>

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<p>1 access to the building even if it doesn't say</p> <p>2 specifically, "You can't go in and out of the building"?</p> <p>3 <b>A Say that again.</b></p> <p>4 Q If a government order says something like, "You</p> <p>5 must shut down your facility," is that enough to</p> <p>6 constitute prohibiting access, as opposed to a</p> <p>7 government order like the example you gave saying, "We</p> <p>8 are prohibiting from you leaving or coming into a</p> <p>9 building"?</p> <p>10 MS. MCDONNELL: Object to the form.</p> <p>11 <b>THE WITNESS: I think I would just have to read</b></p> <p>12 <b>the entire order and, like, what it says.</b></p> <p>13 BY MS. OCHOA:</p> <p>14 Q You can't tell me one way or another if an</p> <p>15 order in a situation said, "You have to shut down your</p> <p>16 facility under this policy provision," whether that</p> <p>17 would constitute prohibiting access?</p> <p>18 <b>A Just because you have to shut down, like, say</b></p> <p>19 <b>the business operations doesn't mean that someone can't</b></p> <p>20 <b>enter or leave the building. That's kind of two</b></p> <p>21 <b>different things of what you're -- what you just said.</b></p> <p>22 Q Okay. So to your -- it's your understanding</p> <p>23 that saying something like, "You must shut down your</p> <p>24 facility," as opposed to, "You can't go in and out" --</p> <p>25 those are two different things?</p>	<p>1 BY MS. OCHOA:</p> <p>2 Q Why not?</p> <p>3 <b>A I think that there needs to be a timeline of</b></p> <p>4 <b>when they entered the location as well as, you know,</b></p> <p>5 <b>say -- also if they tested positive -- tested positive</b></p> <p>6 <b>and also when -- in regards to when they tested positive</b></p> <p>7 <b>when they entered the location.</b></p> <p>8 Q What about if someone hypothetically tested</p> <p>9 positive, is positive for COVID-19, walks into a 24 Hour</p> <p>10 Fitness location? Would you agree that then COVID-19 is</p> <p>11 at the 24 Hour Fitness location if they were actively</p> <p>12 positive for COVID-19?</p> <p>13 <b>A Yes, it could be.</b></p> <p>14 Q What do you mean by "it could be"? When</p> <p>15 couldn't it be?</p> <p>16 <b>A I mean, it just depends on the circumstances.</b></p> <p>17 <b>I mean, if they're sitting there -- if they're walking</b></p> <p>18 <b>in and walking out, it doesn't necessarily mean -- are</b></p> <p>19 <b>they wearing a mask? It -- it just depends.</b></p> <p>20 Q So it doesn't necessarily -- just because --</p> <p>21 it's your understanding that if someone has COVID and</p> <p>22 they walk into a building, whether or not the</p> <p>23 building -- whether or not that location -- excuse me.</p> <p>24 If someone walks into a building actively with</p> <p>25 COVID-19, whether or not that location would have the</p>
Page 67	Page 69
<p>1 <b>A Correct.</b></p> <p>2 Q Okay. And the policy in -- to your knowledge,</p> <p>3 is meant to cover the latter, the -- "You can't go in</p> <p>4 and out of the building"?</p> <p>5 <b>A What do you mean "the latter"?</b></p> <p>6 Q Like, it -- it applies to -- we gave the two</p> <p>7 examples where they're different, the -- "You have to</p> <p>8 shut down your facility," versus, "You can't go in and</p> <p>9 out of the building."</p> <p>10 To your knowledge, it's your understanding that</p> <p>11 the policy is meant to cover the -- "You can't go in and</p> <p>12 out of the building"?</p> <p>13 <b>A Yeah. That's prohibited access.</b></p> <p>14 Q Okay. If we could look at Subdivision (a), it</p> <p>15 says, "Due" -- so, "All coverage above must be directly</p> <p>16 resulting from access being prohibited to a described</p> <p>17 location or any portion thereof, (a) Due to the actual</p> <p>18 presence of and the spread of communicable diseases at</p> <p>19 the described location."</p> <p>20 So just looking at (a) there, do you agree that</p> <p>21 if someone infected with COVID-19 entered a location,</p> <p>22 that that would mean that COVID-19 would be present at</p> <p>23 the location?</p> <p>24 MS. MCDONNELL: Object to the form.</p> <p>25 <b>THE WITNESS: Not necessarily.</b></p>	<p>1 presence of COVID would depend upon certain things such</p> <p>2 as if they were wearing a mask or if they just walked in</p> <p>3 or walked out?</p> <p>4 <b>A I mean, like I said, it could be present.</b></p> <p>5 Q I'm just trying to figure out when you're</p> <p>6 saying what that could and could not be present. So --</p> <p>7 and you -- you said that it could be present unless</p> <p>8 they, like, walked in and out of the building or there</p> <p>9 was a circumstance like they were wearing a mask.</p> <p>10 So I'm trying to figure out if a person</p> <p>11 actively with COVID-19 walks into a 24 Hour Fitness</p> <p>12 location, when would that mean that the location has the</p> <p>13 presence of COVID-19, in what circumstance?</p> <p>14 <b>A There could be the presence of COVID-19 there.</b></p> <p>15 Q Right. But when couldn't there be, then?</p> <p>16 Like, when would a person that actively has COVID,</p> <p>17 walked into a premises -- when wouldn't there be the</p> <p>18 presence of COVID at that premises then?</p> <p>19 MS. MCDONNELL: Object to the form.</p> <p>20 <b>THE WITNESS: I'm not sure.</b></p> <p>21 BY MS. OCHOA:</p> <p>22 Q Okay. So according to this endorsement, there</p> <p>23 may be a situation where someone is actively infected</p> <p>24 with COVID-19, walks into a premises, COVID-19 may be on</p> <p>25 those premises or it may not, but you're not sure of any</p>

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<p style="text-align: right;">Page 70</p> <p>1 other situation where it would not? Like, you can't</p> <p>2 recall that distinction then?</p> <p>3 <b>A Correct. But again, like I said, they would</b></p> <p>4 <b>have to have a test -- a positive test and then walk</b></p> <p>5 <b>into the premise. We would need to know the timeline</b></p> <p>6 <b>and that they did, in fact, test positive.</b></p> <p>7 Q So if a person tested positive for COVID on a</p> <p>8 Monday -- for COVID on Monday and walked into a gym on</p> <p>9 Tuesday or Wednesday, would that mean that there is the</p> <p>10 presence of COVID-19 in the gym?</p> <p>11 <b>A It depends on the circumstances. That could</b></p> <p>12 <b>have been the last day that they had COVID when they got</b></p> <p>13 <b>tested. I would say it would have to be the exact same</b></p> <p>14 <b>day.</b></p> <p>15 Q Okay. So they would have to -- in order for</p> <p>16 COVID to be on the premises, the person would have to</p> <p>17 be -- test positive for COVID and walk into the gym that</p> <p>18 same day?</p> <p>19 <b>A Yes.</b></p> <p>20 Q Okay. Have you ever consulted anyone to figure</p> <p>21 out what type of information a policyholder would need</p> <p>22 to present to satisfy this kind of endorsement?</p> <p>23 <b>A In regards to this particular endorsement? I</b></p> <p>24 <b>would say -- examples would be that there has to be an</b></p> <p>25 <b>actual presence of and spread of; there has to be some</b></p>	<p style="text-align: right;">Page 72</p> <p>1 accurate?</p> <p>2 <b>A Those are examples.</b></p> <p>3 Q What are other examples that would satisfy this</p> <p>4 endorsement besides what I just mentioned?</p> <p>5 <b>A That's all I can think of right now.</b></p> <p>6 Q Okay. And have you -- did you ever consult</p> <p>7 anyone else about what a policyholder would need to</p> <p>8 satisfy for this particular endorsement?</p> <p>9 <b>A No.</b></p> <p>10 Q And did you ever -- you didn't ever discuss</p> <p>11 with Mr. Allen the information that 24 Hour Fitness</p> <p>12 could provide; is that right?</p> <p>13 <b>A Correct. I never spoke to him.</b></p> <p>14 Q And none of the other insurers, right?</p> <p>15 <b>A Correct.</b></p> <p>16 Q What about Ms. Reyes?</p> <p>17 <b>A I don't think I spoke to Ms. Reyes on this</b></p> <p>18 <b>particular endorsement.</b></p> <p>19 Q Are you aware that 24 Hour Fitness sent</p> <p>20 information to the insurers about individuals that</p> <p>21 tested positive for COVID-19 that were at 24 Hour</p> <p>22 Fitness's premises?</p> <p>23 <b>A I -- they didn't test positive. It was</b></p> <p>24 <b>presumed that they were infected and at the location.</b></p> <p>25 <b>It wasn't confirmed.</b></p>
<p style="text-align: right;">Page 71</p> <p>1 order saying that access is prohibited; and then there</p> <p>2 also has to be -- the insured has to incur clean-up</p> <p>3 costs.</p> <p>4 Q Okay. So those are the things that you just</p> <p>5 listed would need to be satisfied, the evidence that</p> <p>6 would need to be shown to satisfy this endorsement?</p> <p>7 <b>A Yes, I would say those are examples.</b></p> <p>8 Q And those examples that we talked about before</p> <p>9 with regard to these specific things is, one, access</p> <p>10 would need to be prohibited, i.e., you can't go in and</p> <p>11 out, as you said; two, it has to be at a described</p> <p>12 location, which you said it has to refer to a specific</p> <p>13 building or have an address; and three, there has to be</p> <p>14 the actual presence, i.e., a person has to actively have</p> <p>15 tested positive and walked into the gym that day, right?</p> <p>16 MS. MCDONNELL: Objection. She said those are</p> <p>17 examples, so please don't mischaracterize the testimony.</p> <p>18 BY MS. OCHOA:</p> <p>19 Q Is that -- is that correct, what I just</p> <p>20 described? Is that an example of what would satisfy</p> <p>21 this endorsement?</p> <p>22 <b>A And then I think the other example I gave was</b></p> <p>23 <b>they would have to incur clean-up costs. I don't think</b></p> <p>24 <b>you said that.</b></p> <p>25 Q And -- okay. And incur clean-up costs. Is that --</p>	<p style="text-align: right;">Page 73</p> <p>1 Q In every -- in every instance you're saying it</p> <p>2 wasn't confirmed?</p> <p>3 <b>A The ones that the insured provided.</b></p> <p>4 Q And where are you getting that information</p> <p>5 based off of?</p> <p>6 <b>A That was in one of the -- that was part of the</b></p> <p>7 <b>claims file, and it was part of the answer to one of the</b></p> <p>8 <b>RFIs.</b></p> <p>9 Q So is it your understanding that 24 Hour</p> <p>10 Fitness did not provide one instance where someone</p> <p>11 tested positive for COVID-19?</p> <p>12 MS. MCDONNELL: Object to the form.</p> <p>13 If she's referring to a document in the list,</p> <p>14 I'd prefer if we pulled it up.</p> <p>15 By MS. OCHOA:</p> <p>16 Q I'm just asking right now based off of your --</p> <p>17 and we'll -- we'll pull it up.</p> <p>18 But based off of your understanding right now,</p> <p>19 you don't recall 24 Hour Fitness ever providing a</p> <p>20 positive -- an instance of a positive test?</p> <p>21 <b>A It might have been positive, but they weren't</b></p> <p>22 <b>then on the premise. I mean the timeline was off. I</b></p> <p>23 <b>would like to see it in front of me.</b></p> <p>24 Q Okay. We'll pull -- we'll pull it up. I'll --</p> <p>25 I'll get there.</p>

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<p style="text-align: right;"><b>Page 126</b></p> <p>1 Q Do you know who Odell Bradley is?</p> <p>2 A No.</p> <p>3 Q You've never heard of him before or worked with</p> <p>4 him before in any capacity?</p> <p>5 A Not that I can recall.</p> <p>6 Q I'll represent that he is the adjuster for CNA</p> <p>7 or the claims handler for CNA.</p> <p>8 If we go to Bates 001008 --</p> <p>9 A Okay.</p> <p>10 Q In that e-mail that you can see on the screen,</p> <p>11 it's from Odell Bradley, sent June 25th, 2020, to Mike</p> <p>12 Allen and the insurer representatives.</p> <p>13 MS. OCHOA: And if we could scroll down,</p> <p>14 just -- thank you. Keep scrolling if you can. That's</p> <p>15 good.</p> <p>16 BY MS. OCHOA:</p> <p>17 Q It says, "Market, after further review of</p> <p>18 endorsement for interruption by communicable disease, I</p> <p>19 believe it is best to engage coverage counsel moving</p> <p>20 forward." And then it appears that he copies the</p> <p>21 interruption by communicable disease endorsement and</p> <p>22 that it continues on to 001009, if we could scroll down.</p> <p>23 And he writes, "There seems to be a good chance</p> <p>24 business interruption coverage will be triggered. I</p> <p>25 think we all agree. However, there is a question based</p>	<p style="text-align: right;"><b>Page 128</b></p> <p>1 A Yeah, meaning I don't know why he said that or</p> <p>2 what he meant by that.</p> <p>3 Q You just know that it was after having received</p> <p>4 a bunch of information from 24 Hour Fitness and the</p> <p>5 market having discussions about the claim?</p> <p>6 A What's the question?</p> <p>7 Q You don't know what he meant by this, correct?</p> <p>8 You just know that this e-mail was sent after the market</p> <p>9 had discussions and after 24 Hour Fitness provided</p> <p>10 responses to information requests?</p> <p>11 A Yeah, but what he said is he didn't speak on</p> <p>12 behalf of the market. But yeah, so it was after the</p> <p>13 insured -- according to the dates it was after the</p> <p>14 insured submitted the communications that they did to</p> <p>15 the independent adjuster.</p> <p>16 Q When he says, "I think we all agree," who do</p> <p>17 you -- who is he referring to when he says "we," do you</p> <p>18 think?</p> <p>19 A I don't know.</p> <p>20 Q Could it be the other market insurers on this</p> <p>21 e-mail?</p> <p>22 A Well, it seems that no one responded to this</p> <p>23 e-mail.</p> <p>24 Q I was going to ask about that.</p> <p>25 Why do you think an adjuster for Allianz would</p>
<p style="text-align: right;"><b>Page 127</b></p> <p>1 on language of the endorsement that is not</p> <p>2 straightforward specifically speaking to business</p> <p>3 interruption."</p> <p>4 This e-mail was written in June of 2020, June</p> <p>5 25th, 2020. This was after the insurers had already</p> <p>6 received a number of rounds of responses to information</p> <p>7 requests from 24 Hour Fitness that we already looked at,</p> <p>8 right?</p> <p>9 A Yes.</p> <p>10 Q And is it your understanding that Mr. Bradley's</p> <p>11 comment reflects that there seems to be a good chance of</p> <p>12 business interruption as triggered based -- was that</p> <p>13 based on the information that the market had at that</p> <p>14 point?</p> <p>15 A Say the question again. I'm sorry.</p> <p>16 Q No worries.</p> <p>17 His comment that there seems to be a good</p> <p>18 chance that business interruption coverage was</p> <p>19 triggered -- was that, to your knowledge, based upon</p> <p>20 information that the market had at that point?</p> <p>21 A I don't exactly know what he meant when he said</p> <p>22 that.</p> <p>23 Q So you don't know what he meant when he said</p> <p>24 there's a good chance that business interruption</p> <p>25 coverage will be triggered?</p>	<p style="text-align: right;"><b>Page 129</b></p> <p>1 not respond to an e-mail from a market insurer about a</p> <p>2 coverage determination if they don't agree with the</p> <p>3 position?</p> <p>4 MS. MCDONNELL: Object to the form.</p> <p>5 If you know.</p> <p>6 THE WITNESS: I feel like if she -- if she</p> <p>7 agreed, she would have responded that she agreed, but</p> <p>8 she didn't respond.</p> <p>9 BY MS. OCHOA:</p> <p>10 Q So if she agreed, she would have responded; but</p> <p>11 if she didn't agree, you wouldn't respond?</p> <p>12 MS. MCDONNELL: Object to form.</p> <p>13 THE WITNESS: I don't know why she didn't</p> <p>14 respond. But she didn't say anywhere that she did</p> <p>15 agree.</p> <p>16 BY MS. OCHOA:</p> <p>17 Q She didn't say anywhere that she did agree and</p> <p>18 she didn't say anywhere that she didn't agree?</p> <p>19 A No. I just said she didn't respond saying that</p> <p>20 she agreed to that statement.</p> <p>21 Q Would you think it's important, if someone like</p> <p>22 you evaluating coverage determination -- if you didn't</p> <p>23 agree with an insurer's coverage analysis, to respond</p> <p>24 and say that you did not agree?</p> <p>25 MS. MCDONNELL: Object to the form. It's</p>

MELANIE WOLSKI

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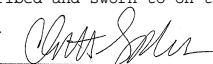
<p style="text-align: right;">Page 134</p> <p>1 BY MS. OCHOA:</p> <p>2 Q Is it Allianz's position that it's not</p> <p>3 important to respond to an e-mail where another insurer</p> <p>4 makes a coverage determination that Allianz does not</p> <p>5 agree with?</p> <p>6 A I mean, they don't necessarily have to tell the</p> <p>7 market what their coverage position is, because at the</p> <p>8 end of the day they go by, you know, what their policy</p> <p>9 says and what the coverage is. And they can write their</p> <p>10 own coverage letter like, for example, Scompo did.</p> <p>11 Q So would you say that it's Allianz's position</p> <p>12 that it's not important to respond to a coverage</p> <p>13 determination e-mail by a different insurer if Allianz</p> <p>14 disagrees with it?</p> <p>15 MS. MCDONNELL: Object to the form; asked and</p> <p>16 answered.</p> <p>17 THE WITNESS: I mean, they could respond, but I</p> <p>18 don't think they absolutely need to or it's important.</p> <p>19 I mean, there could have been a phone conversation about</p> <p>20 it.</p> <p>21 BY MS. OCHOA:</p> <p>22 Q Are you aware of a phone conversation about it?</p> <p>23 A No. But I'm aware that Allianz didn't agree --</p> <p>24 or Lourdes didn't agree with the statement.</p> <p>25 Q And you're aware that she didn't respond and</p>	<p style="text-align: right;">Page 136</p> <p>1 MS. MCDONNELL: Object to the form.</p> <p>2 THE WITNESS: I think, again, it was the</p> <p>3 initial stages of the claim, so we asked them to prove</p> <p>4 the actual presence, and then we kept following up</p> <p>5 requesting more information. They would respond, but</p> <p>6 then, you know, a coverage determination wasn't made,</p> <p>7 and then they filed suit.</p> <p>8 So we could have got there, but at that -- or</p> <p>9 we didn't because we just -- the insured went to suit.</p> <p>10 BY MS. OCHOA:</p> <p>11 Q Okay. So I'm just trying to understand the</p> <p>12 response.</p> <p>13 So it's Allianz's position that they did not</p> <p>14 ask for those specific things that were needed to show</p> <p>15 the actual presence of COVID-19 like what we've been</p> <p>16 talking about this entire time, the specific date of the</p> <p>17 test and the specific day that they walked in being on</p> <p>18 that same day. They didn't ask for that, but they could</p> <p>19 have continued to ask -- they could have asked for that</p> <p>20 down the line, but the insured filed suit?</p> <p>21 A Correct.</p> <p>22 Q And do you think that -- strike that.</p> <p>23 MS. OCHOA: Let's end it at that. That's fine.</p> <p>24 I have no more questions.</p> <p>25 MS. MCDONNELL: I don't have any.</p>
<p style="text-align: right;">Page 135</p> <p>1 Allianz didn't respond?</p> <p>2 A Right. But I know she didn't agree, because I</p> <p>3 spoke to her about that.</p> <p>4 Q In preparation for this deposition?</p> <p>5 A Yes.</p> <p>6 Q Is it Allianz's position that not asking for</p> <p>7 specific documentation of what needs to show the actual</p> <p>8 presence like we've been talking about -- i.e., the date</p> <p>9 that the person tested positive and the same date that</p> <p>10 they entered the building -- is appropriate? In other</p> <p>11 words, that Allianz does not need to do that?</p> <p>12 MS. MCDONNELL: Object to the form.</p> <p>13 THE WITNESS: I mean, I think, like I said</p> <p>14 before, they -- we did request information in regards to</p> <p>15 there being an actual presence, and it was an ongoing</p> <p>16 investigation. It was the beginning stages of the claim</p> <p>17 as well. I -- I guess that's the end.</p> <p>18 BY MS. OCHOA:</p> <p>19 Q I mean just specific; not just the actual</p> <p>20 presence language.</p> <p>21 I'm asking, is it Allianz's position that they</p> <p>22 did not have to ask the insured, "You need to show the</p> <p>23 actual presence by submitting a positive test and</p> <p>24 evidence that they walked into the gym on the same day</p> <p>25 that they tested positive?"</p>	<p style="text-align: right;">Page 137</p> <p>1 MS. OCHOA: Great. I think we can go off the</p> <p>2 record.</p> <p>3 (Brief discussion held off the record.)</p> <p>4 MS. OCHOA: There have been numerous objections</p> <p>5 about questions being outside the scope of the 30(b)(6)</p> <p>6 amended notice, and I -- we want to reserve our right to</p> <p>7 be able to meet and confer on those but also compel a</p> <p>8 further 30(b)(6) to the extent that we see necessary or</p> <p>9 move to compel. And I just want to put that on the</p> <p>10 record.</p> <p>11 MS. MCDONNELL: And can I ask on what</p> <p>12 grounds -- what you're specifically -- what you have an</p> <p>13 issue with?</p> <p>14 MS. OCHOA: There were just numerous instances</p> <p>15 where there were objections for outside the record, and</p> <p>16 I believed that I was asking for Allianz's position with</p> <p>17 regard to this claim and Allianz's position generally</p> <p>18 with regard to coverage, and there was objections and</p> <p>19 instructions not to answer. And so that's what we're</p> <p>20 maintaining our -- our right to assert.</p> <p>21 MS. MCDONNELL: Okay.</p> <p>22 THE COURT REPORTER: All right. Off the</p> <p>23 record?</p> <p>24 MS. OCHOA: Yep.</p> <p>25 (Continued at 4:30 P.M. CST)</p>

First Legal Depositions - Calendar@firstlegal.com  
855.348.4997

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**MELANIE WOLSKI****October 28, 2022**

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1 IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	1 Errata Sheet
2	2
3 IN RE )	3 NAME OF CASE: 24 HOUR FITNESS WORLDWIDE V. CONTINENTAL CASUALTY
4 RS FIT NW LLC, )	4 DATE OF DEPOSITION: 10/28/2022
5 DEBTOR. )	5 NAME OF WITNESS: Melanie Wolski
6 24 HOUR FITNESS )	6 Reason Codes:
7 WORLDWIDE, INC., )	7 1. To clarify the record.
8 PLAINTIFF, )	8 2. To conform to the facts.
9 V. ) CHAPTER 11	9 3. To correct transcription errors.
10 CONTINENTAL CASUALTY ) CASE NO. 20-11558	10 Page _____ Line _____ Reason _____
11 COMPANY; ENDURANCE ) (KBO)	11 From _____ to _____
12 AMERICAN SPECIALTY )	12 Page _____ Line _____ Reason _____
13 INSURANCE COMPANY; STARR )	13 From _____ to _____
14 SURPLUS LINES INSURANCE )	14 Page _____ Line _____ Reason _____
15 COMPANY; ALLIANZ GLOBAL )	15 From _____ to _____
16 RISKS US INSURANCE )	16 Page _____ Line _____ Reason _____
17 COMPANY; LIBERTY MUTUAL )	17 From _____ to _____
18 INSURANCE COMPANY; )	18 Page _____ Line _____ Reason _____
19 BEAZLEY-LLOYD'S )	19 From _____ to _____
20 SYNDICATES 2623/623; )	20 Page _____ Line _____ Reason _____
21 ALLIED WORLD NATIONAL )	21 From _____ to _____
22 ASSURANCE COMPANY; QBE )	22 Page _____ Line _____ Reason _____
23 SPECIALTY INSURANCE )	23 From _____ to _____
24 COMPANY; AND GENERAL )	24
25 SECURITY INDEMNITY )	25
COMPANY OF ARIZONA, )	
DEFENDANTS. )	
REPORTER'S CERTIFICATION DEPOSITION OF MELANIE WOLSKI NOVEMBER 11, 2022	
I, CHRISTINE SPERBECK, Certified Shorthand Reporter in and for the State of California, hereby certify to the following:	
Page 139	
1 That the witness, MELANIE WOLSKI, was duly	
2 sworn by the officer and that the transcript of the oral	
3 deposition is a true record of the testimony given by	
4 the witness;	
5 I further certify that pursuant to FRCP Rule	
6 30(e)(1) that the signature of the deponent:	
7 _____ was requested by the deponent or a party before	
8 the completion of the deposition and returned within 30	
9 days from date of receipt of the transcript. If	
10 returned, the attached Changes and Signature Page	
11 contains any changes and the reasons therefor;	
12 ___X___ was not requested by the deponent or a party	
13 before the completion of the deposition.	
14 I further certify that I am neither attorney	
15 nor counsel for, related to, nor employed by any of the	
16 parties to the action in which this testimony was taken.	
17 Further, I am not a relative or employee of any	
18 attorney of record in this cause, nor do I have a	
19 financial interest in the action	
20 Subscribed and sworn to on this 11th day of	
21 November, 2022. 	
22 Christine Sperbeck, CSR No. 14008	
23 CHRISTINE E. SPERBECK, CSR, RPR	
24 CALIFORNIA CSR NO. 14008	
25 TEXAS CSR NO. 9454	

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